Of Counsel:

**ASHFORD & WRISTON** 

A Limited Liability Law Partnership LLP

MIRANDA TSAI 8308-0 CONNIE CHOW 8556-0

Alii Place, Suite 1400 1099 Alakea Street

P.O. Box 131

Honolulu, Hawaii 96810 Telephone: (808) 539-0400

Email: mtsai@awlaw.com; cchow@awlaw.com

Attorneys for Secured Creditor WELLS FARGO BANK, N.A. dba WELLS FARGO AUTO FINANCE INC.

## IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF HAWAII

In re	) CASE NO. 07-00377
STANLEY LEON LINDO,	) (Chapter 13)
Debtor.	)
	)

## STIPULATED ORDER MODIFYING AUTOMATIC AND CODEBTOR STAY

This Stipulated Order Modifying Automatic and Codebtor Stay is made with reference to the facts described below.

A. On April 10, 2007, Debtor STANLEY LEON LINDO ("Debtor")

filed a Petition under Chapter 13 of the Bankruptcy Code commencing this case. 630317.01

- B. On January 23, 2009, WELLS FARGO BANK, N.A. dba WELLS FARGO AUTO FINANCE INC. ("WELLS FARGO") filed a motion for relief from automatic and codebtor stay with respect to that certain 2003 Acura 3.2TL, VIN 19UUA56803A085690 ("Secured Automobile").
- C. Attached to Declaration of Miranda Tsai in Support of Motion for Relief from Automatic and Codebtor Stay as Exhibit "A" is the Credit Sale Contract Motor Vehicle ("Contract") apparently signed by Debtor and MASUMI T. LINDO ("Co-borrower"). The Contract includes a grant of security interest in Secured Automobile.
- D. Attached to *Declaration of Miranda Tsai in Support of Motion for Relief from Automatic and Codebtor Stay* as Exhibit "B" is a true and correct copy of Certificate of Title No. NFF505-07 listing Debtor and Co-borrower as the registered owners of the Secured Automobile and Wells Fargo Auto Finance Inc. as Lienholder.
  - E. Debtor's Chapter 13 Plan was confirmed on July 20, 2007.
- F. Debtor filed a motion to modify confirmed plan on December 14, 2007 which was granted by this Court on February 12, 2008.
- G. According to Debtor's Chapter 13 Plan, monthly payments on the Secured Automobile are to be made directly to Wells Fargo.

- H. Under the terms of the Contract, the monthly payment of \$650.00 is due on the sixth day of each month beginning March 6, 2007 for a total of seventy-one (71) payments.
- I. As of March 17, 2009, Wells Fargo's records indicated that neither Debtor nor Co-borrower had made all or a portion of the monthly payments of \$650.00 due January 6, 2009 through and including March 6, 2009, such that the total amount shown as delinquent was \$1,950.00.

By mutual agreement, and upon order of this Court, WELLS FARGO and Debtor stipulate as follows:

- 1. The automatic stay shall continue as to Secured Automobile -- being that certain 2003 Acura 3.2TL, VIN 19UUA56803A085690 -- on the terms and conditions specified below:
- (a) To bring the account current, Debtor shall make six (6) additional payments of \$325.00 to WELLS FARGO no later than the fifteenth day of each month beginning April 15, 2009 through and including September 15, 2009.
- (b) Debtor shall also resume making his regularly scheduled monthly payments of \$650.00 to WELLS FARGO for the Secured Automobile beginning April 6, 2009 and thereafter continue to timely make each monthly payment.

- Debtor shall remit payments to WELLS FARGO at PO BOX 60510,
  Los Angeles, CA 90060-0510.
- 3. Debtor shall indicate his account #xxx-xxx9380-9001 on each payment to WELLS FARGO to receive proper credit for each payment.
- 4. In the event of Debtor's failure to make any of the payments as specified in paragraph 1, WELLS FARGO shall advise the Debtor of his default by providing a written notice of default, giving Debtor ten (10) days to cure. The notice shall be sent via first class mail to the Debtor's mailing address at 1440 Ward Avenue, #502, Honolulu, Hawaii 96822 with a copy of the written notice to (1) his attorney, Blake Goodman, Esq., at 900 Fort Street Mall, Suite 920, Honolulu, Hawaii 96813 and (2) Masumi T. Lindo, c/o Stanley Lindo, 1440 Ward Avenue, #502, Honolulu, Hawaii 96822. If Debtor fails to cure the default within ten (10) days after the mailing date of the written notice, WELLS FARGO shall be entitled to submit a declaration setting forth the default and the failure of Debtor to timely cure the same, and WELLS FARGO shall thereupon be entitled to entry of an order modifying the automatic and codebtor stay without further hearing.

STIPULATED AND SO AGREED AS TO THE ABOVE:

BLAKE GOODMAN, ESQ.

Attorney for Debtor

MIRANDA TSAI

Attorney for WELLS FARGO BANK, N.A. dba

WELLS FARGO AUTO FINANCE INC.

HOWARD M. S. HU

Trustee